

REQUEST FOR COUNCIL ACTION

SUBJECT: Outsourcing of Bailiff and Court Security

SUMMARY: The West Jordan Police Department has prepared information on the possibility of outsourcing bailiff and court security functions.

FISCAL IMPACT: The City will realize an ongoing annual salary savings of \$47,240.00 by outsourcing this function.

STAFF RECOMMENDATION:

Staff recommends approval to contract with Constable Larry C. Bringhurst of Utah Court Services LLC for bailiff, court security, and prisoner transports.

MOTION RECOMMENDED:

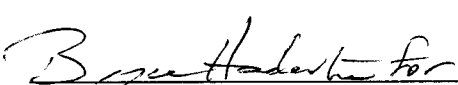
"I motion to adopt Resolution 14-08 approving contracting of bailiff, prisoner transport, and court security services.

Roll Call vote required.

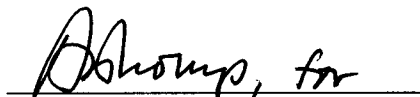
Prepared by:


Douglas L. Diamond
Chief of Police

Recommended by:


Richard L. Davis
City Manager

Approved as to Legal Form by:


Jeffrey Robinson
City Attorney

BACKGROUND DISCUSSION:

The West Jordan Police Department proposes contracting building/court security and court prisoner transports with a local constables office. The FTE currently occupied by the bailiff position could be reallocated to better serve department needs. For this reason bailiff position salary costs were not used in calculating expense or savings. It should be noted that these costs/savings do not include equipment costs, vehicle costs, benefit hours, training, etc.

Currently (not counting the bailiff) there are positions for -2- full time building security officers, and -2- part time building security officers. With the following salary cost breakdown:

- Full Time \$62,347.00 ea. **Total: \$124,694.00**
- Part Time \$19,523.00 ea. **Total: \$39,046.00**

Grand Total: \$163,740.00

Recently the West Jordan Police Department solicited proposals from qualified constables to provide bailiff, security, and prisoner transport services for the West Jordan Municipal Court. After reviewing the four proposals that were received the selection committee opted to select Constable Larry C. Bringhurst of Utah Court Services LLC to provide these services. This selection was based on the totality of factors to include experience providing this type of service, price, and the ability to meet the requirements set forth in the RFP.

Constable Bringhurst operates Utah Court Services which currently provides court services for Sandy City, West Valley City, Draper City, Midvale City, Riverton City, Holladay City, Herriman City, Clearfield City, and South Salt Lake.

Constable Bringhurst provides 40 hours of in service training for his deputies. Uniform consists of LAPD blue shirt and trousers with badges and shoulder patches (no visible tattoos allowed). Constable Bringhurst provides all uniforms, weapons, vehicles, equipment, etc. Constable Bringhurst provided a list of officers and their backgrounds that will potentially be working the courts. They all appear to have previous LEO experience (several are retired deputies) and/or have significant police or constable experience.

Transports are facilitated via two vans, and two sedans. The vehicles are equipped with cages, and transports are conducted in compliance with the Salt Lake County Sheriff's Office policies, and CALEA standards.

Manpower is billed at a rate of \$25.00 per hour for bailiff and security services. The vendor will coordinate with courts and Building Security sergeant to insure we are not paying for services when building is closed and/or court is not in session.

Personnel Costs (2,080 hours): \$104,000.00

Transports are billed at a rate of \$25.00 round trip on in custody, and \$25.00 one way for forthwith commitments. It should be noted that pricing for out of county transports was given but is not of concern due to the anticipation of utilizing warrant officers for out of county transports.

In custody transports (400): \$10,000.00
Forthwith transports (100): \$2,500.00

Grand Total: \$116,500.00

We believe that by outsourcing these services the City will continue to enjoy quality bailiff, transport and court security services while realizing an ongoing annual savings of \$47,240.00.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-08

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF
AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND
CONSTABLE LARRY BRINGHURST DBA COURT SERVICES OF UTAH, LLC.

WHEREAS, the City of West Jordan police department researched the outsourcing of bailiff and court security services in an effort to save money and better utilize police department FTE allotment; and

WHEREAS, the City of West Jordan wishes to support these efforts by entering into this Agreement, which will help facilitate the abovementioned goals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized to execute an Agreement between the City of West Jordan and Constable Larry Bringham dba Court Services of Utah, LLC.

Section 2. This Resolution shall take effect when both parties listed above each execute an original or copy of this Agreement as required by law.

Adopted by the City Council of West Jordan, Utah, this _____ day of _____ 2014.

KIM V. ROLFE
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

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Ben Southworth

Justin D. Stoker

1000

Mayor Kim V. F.

Mayor Kim V. Rolfe

Constable Services Agreement

This agreement is entered into by and between the City of West Jordan ("City") and Constable Larry Bringhurst dba Court Services of Utah, LLC("Constable"), on the date affixed below, for the purpose of retaining Constable's professional services to provide court security, and prisoner transport for the City's Municipal Court ("Court") and the West Jordan Police Department. City and Constable agree as follows:

1. **Constable's qualifications.** Constable has been appointed and authorized by the County Council of Salt Lake County to provide constable services within Salt Lake County. At all times during the term of this Agreement Constable will maintain his Salt Lake County constable status. Constable and Deputy Constables assigned to perform the services called for in this Agreement will be POST certified and will be authorized to access BCI and UCJIS databases.
2. **Constable's obligations.** Constable will provide the following services to the City:
 - a. the services of one full-time Deputy Constable ("Deputy Constable or Bailiff") or Constable to serve as a municipal court bailiff to provide court security, and to provide one additional Deputy Constable or Constable to serve at the court security screening area;
 - b. transport incarcerated persons using shackles and other restraints as needed;
3. **Deputy Constable equipment and training.** The Constable will ensure that all Deputy Constables are equipped with all equipment necessary for the Deputy Constables' responsibilities, including, but not limited to: uniforms, badges, firearms, radios, handcuffs, and other restraining devices, all at Constable's expense and subject to Constable's current policies The Constable will also ensure that all Deputy Constables performing services for the City shall at all times be professional in their actions and appearance, reliable and punctual in their attendance, and courteous and respectful in their deportment with court staff, attorneys, and the public. When transporting prisoners, Constable and Deputy Constables shall comply with Salt Lake County Sherriff's Office Policy and Procedure and CALEA Standards.
4. **Rates.** The parties agree upon the following rates of compensation:

• Bailiff and Court Security Service:	\$25.00 per hour
• Prisoner Transport:	\$25.00 round trip to ADC
• Forthwith commitment:	\$25.00 each
• Wait time on transport after 2 nd hour:	\$20.00

- Transports from outside SL County: \$35.00 each
\$1.00 per mile (one-way)
- Additional one-way mileage assessed if prisoner is returned to our or county facility

5. **Cancelled calendars.** City shall not be billed for Bailiff's time when the calendars are cancelled in advance or jury trials are settled. However, the City is responsible for the hourly fee of the Bailiff's time in court during settlement negotiations for those jury trials.
6. **Payment.** The constable shall provide the City with itemized invoices of services provided. The City shall tender payment for all services rendered in accordance with this Agreement within thirty (30) days from receipt of invoice. Payment by the City for any services rendered by Constable in excess of the contracted services set forth herein is not required by this Agreement and Constable hereby waives any quasi-contractual responsibility to provide such services and right to payment for such services.
7. **Support services and vehicles.** Constable shall provide all vehicles, mileage, and support services necessary for providing the services required by this Agreement. Vehicles will not reflect any affiliation with West Jordan. This includes staff copying and administrative costs. The City shall not be billed for any additional costs or expenses except as otherwise agreed to in writing by the City. Prisoner transports shall be conducted via company-owned vehicles equipped with cages and restraints as often as possible.
8. **Work Station.** City shall provide a work station and internet access to the Deputy Constable.
9. **Security plan.** The Constable and any Deputy Constable assigned as Bailiff or Court Security shall comply with the Court's local security plan and the Utah Rules of Judicial Administration, Rule 3-414.
10. **Independent Contractor.** Constable is an independent contractor; his deputies, agents, or representatives shall not be deemed to be employees or agents of the City, shall not be entitled to any monies or stipend, shall not be entitled to workmen's compensation, and shall not be entitled to any other employee benefit through the City. In assuming and performing the obligations of this Agreement, City and

Constable are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. There is no intent by either party to create or establish third party beneficiary status or rights to any third party and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

- 11. Taxes and Expenses.** Constable shall have the responsibility to pay all withholding taxes, social security, and other taxes due in connection with compensation received from the City. Constable hereby acknowledges that he shall not receive any fringe benefits or employee benefits provided by the City for its employees. Constable shall be responsible to pay all his own expenses associated with performing work under this Agreement, including any travel expenses, photocopying expenses, materials, supplies, or other expenses incurred.
- 12. Insurance.** Constable shall maintain professional liability insurance in the minimum amount of \$1,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate throughout the term of the Agreement, with the City named as additional insured. Constable shall maintain adequate worker's compensation insurance. A copy of the insurance certificate is attached as "Exhibit A."
- 13. Indemnification.** Constable agrees to indemnify the City against any claim of any kind or nature, including attorneys' fees and cost of defense, arising from the negligent or improper performance by Constable of its obligations or services provided pursuant to this Agreement.
- 14. Subcontracting or Assignment.** The parties agree that this Agreement shall not be subcontracted or assigned, nor any duty delegated by Constable, except to Deputy Constables in his employ.
- 15. Status Verification.** Pursuant to Utah Code Ann. 63G-12-302, Constable certifies that it is registered with and participates in a Status Verification System, as defined in the Utah Code, to verify the work eligibility status of its new employees that are employed in the state of Utah. Constable shall, within five days of receiving a written request, provide proof of enrollment and participation of Status Verification System to the City.
- 16. Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

To the City:

West Jordan Police Department
Attn: Support Services Lieutenant
8040 South Redwood Road
West Jordan, UT 84084

To the Constable:

Larry C. Bringham
60 East Claybourne Ave.,
Salt Lake City, UT 84115

- 17. Waiver.** Waiver of any of the provisions of this Agreement shall not operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
- 18. Severability.** Should any portion of this agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
- 19. Binding effect.** This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, successors, and assigns.
- 20. Governing Law.** This Agreement and the parties' performance hereunder shall be governed by the laws of the State of Utah.
- 21. Term.** The Agreement shall be effective beginning December 1, 2013, and shall continue until terminated by either party.
- 22. Termination.** This Agreement may be terminated by either Party with or without cause upon a 30 day notice.
- 23. Amendment.** This is the entire Agreement of the parties. It may not be modified except in writing signed by both parties and expressly referencing this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2014.

City:

Constable:

Kim V. Rolfe, Mayor

Larry Bringhurst
Court Services of Utah, LLC

ATTEST:

Melanie Briggs, City Recorder

Approved as to form:

Attorney for City of West Jordan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2013PRODUCER (425)357-1555 FAX: (800)521-1528
InsuranceTek, Inc.
CA #0E32789
PO Box 70
Snohomish WA 98291-0070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Court Services of Utah LLC
60 East Claybourne Avenue #B
S Salt Lake City UT 84115

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Western Heritage Ins Co

INSURER B: Northern Insurance Co

INSURER C: Scottsdale Insurance Co

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	SCP0911400-078	6/15/2013	6/15/2014	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> PROFESSIONAL E&O				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> BLANKET ADDL INSURED				GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PROFESSIONAL E&O 1,000,000
B		AUTOMOBILE LIABILITY	PAS008088645	6/15/2013	6/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
C		EXCESS/UMBRELLA LIABILITY	XBS0031218	6/15/2013	6/15/2014	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE				FOLLOWING FORM \$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				EL EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - EA EMPLOYEE \$
		OTHER				EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is added as additional insured when required by contract.

CERTIFICATE HOLDER

West Jordan City
8040 S Redwood Road
West Jordan, UT 84088

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Vicki Boser/KANE

Vicki L Boser